

AGREEMENT



MOUNT VERNON
CITY SCHOOL DISTRICT
AND
LOCAL 338 RWDSU/UFCW
SCHOOL MONITORS



Effective: July 1, 2020

Expiration: June 30, 2025

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PREAMBLE

This Agreement is entered into effective July 1, 2020 by and between the Mount Vernon City School District having its principal offices at 165 N. Columbus Avenue, Mount Vernon, New York, 11378 (hereinafter referred to as "District") and Local 338 RWDSU/UFCW, the bargaining representative for the School (Lunch) Monitors, having its principal offices at 1505 Kellum Place, Mineola, NY 11501 (hereinafter referred to as the "Union").

ARTICLE I – RECOGNITION

The District recognizes the Union as the exclusive bargaining agent for full-time and regular part-time school (lunch) monitors employed by the District. School (lunch) monitors that are per diem/substitutes are excluded from the Union.

ARTICLE II - DUES CHECK OFF & PAC

- A. The District agrees to deduct the Union's monthly dues, initiation fees, and all legal assessments from the pay of each Union member from whom it receives written authorization and will continue to make such deductions while the authorization remains in effect.
- B. The District agrees to deduct and transmit to the Treasurer of the RWDSU Local 338 PAC the amount specified for each hour worked from the wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by RWDSU Local 338 PAC. These transmittals shall occur monthly and shall be accompanied by a list of names of those employees for whom such deductions have been made and the amount deducted for each such employee.
- C. The Union agrees to hold the District harmless for any liabilities, including court costs and attorney's fees, arising from this Article.

ARTICLE III- WAGES

The following hourly rate(s) and retroactive increase shall be applicable solely to unit members actively employed by the District as of January 14, 2022.

All unit members shall be paid according to the following schedule:

Effective July 1, 2020-June 30, 2021	No Increase
Effective July 1, 2021-June 30, 2022	\$15.25
Effective July 1, 2022-June 30, 2023	\$15.50
Effective July 1, 2023-June 30, 2024	\$16.00
Effective July 1, 2024-June 30, 2025	\$16.50

Retroactive payments shall be made within sixty (60) days of January 14, 2022.

ARTICLE IV - WORKING CONDITIONS

- A. Training - All new Union members shall participate in training at the discretion and expense of the District. The frequency of said training shall be determined by the District. Union members shall participate in four (4) Staff Development Days per year. Members will be paid at their regular rate of pay for time spent in these trainings.
- B. Safety Vests - Union members shall be required to wear safety vests which vests shall be provided at District expense.
- C. Footwear - Union members shall be required to wear sneaker-like shoes with rubber soles.
- D. Employment Examination - Union members shall submit to physical examination. Effective July 1, 2012, newly hired members shall submit to physical fitness examination and also a written examination to determine their fitness to perform the duties of the position.
- E. First Aid Training, CPR Training & AED certification - Union members shall be required to participate in First Aid Training, CPR Training and AED certification at the expense of the District. The frequency of said training shall be determined by the District and may take place during Staff Development Days. Members will be paid at their regular rate of pay for time spent in these trainings.
- F. Fingerprinting - All current Union members shall submit to fingerprint clearance by OSPRA. In the event a member does not receive clearance from OSPRA, they will be immediately

terminated from employment. All new Union members shall submit to fingerprint clearance prior to employment for the District.

G. Criminal Charges involving minor and/or drug/illegal substance - If a Union member is charged with a crime involving a minor and/or the sale, use or possession of an illegal substance, that member may be placed on an unpaid suspension until resolution of the criminal charges. This provision shall have no bearing on the District's ability to impose discipline and/or terminate said member in accordance with applicable law.

H. Lunch Monitor Evaluation Procedures

1. All Lunch Monitors shall be observed/evaluated at least once each year (July 1– June 30).
2. The Evaluation/Observation Form(s) attached hereto as Exhibit “A” shall be used by the District effective with the 2022/23 school year to conduct evaluations. Said form and/or the criteria for evaluation/observation may be revised at the sole discretion of the District after the consultation with the Union.
3. Employees shall be provided with a copy of the written observation/evaluation within five business days of the completion of the evaluation. Employees shall be permitted to reply to said observation/evaluation, and a copy of such reply shall be maintained in the employee’s file.
4. Conferences related to employee job performance may be requested at any time by the employee and/or the administrator.

ARTICLE V - BUILDING REPRESENTATIVES / UNION OFFICERS

A. The Union shall forward a list of its Building Representatives/Shop Stewards to the Superintendent of Schools, or his/her designee, and shall advise of any changes.

B. The Building Representatives/Shop Stewards, designated by the Union in writing to the District, shall be permitted to investigate and process grievances upon prior approval by the employee's supervisor. Any such requests shall not be unreasonably denied.

ARTICLE VI – VISITATIONS

The Union's representative shall have access to the building or sites where Union members are employed, with prior notice, provided that the representative does not interfere with the Union member's work.

ARTICLE VII - JURY DUTY

Union members who receive notice for jury duty to take place during the school year must notify immediate supervisor and provide a copy of such notice as soon as possible after receipt of said notice.

Members shall first seek an adjournment of jury duty, as permitted by law, to a time when school is not in session; proof shall be provided to immediate supervisor. If adjournment is not granted, and the Union member is required to serve jury duty when school is in session, said jury service shall be with full pay.

Upon completion of service, Union member will provide proof of jury service.

ARTICLE VIII - GRIEVANCE PROCEDURES

Effective July 1, 2012, any grievance or dispute, which may arise between the parties with respect to the applicable meaning or interpretation of a specific provision of this agreement, shall be settled in the following manner:

Step 1

The Union shall submit a grievance in writing to the immediate supervisor of the member(s) involved ("grievant(s)") within ten (10) business days of its occurrence or after the member(s) knew or should have known of the events or condition(s) giving rise to the grievance. The written grievance shall state the specific date of the alleged grievance, the contract provision claimed to have been violated, the facts alleged in support of the grievance, the remedy sought, and shall also be signed by the grievant(s). The supervisor shall then attempt to adjust the matter and shall respond in writing to the Union within ten (10) business days.

Step 2

If the grievant is not satisfied with the disposition of his/her grievance in Step 1, the Union may formally file the grievance in writing with the Superintendent of Schools, or his/her designee, within ten (10) business days after the decision has been rendered at Step 1. Copies of the written decision at Step 1 shall be submitted with the Step 2 grievance. The Superintendent (or designee) shall respond to the Union, in writing, within ten (10) business days.

Step 3

If the grievant is not satisfied with the disposition of his/her grievance in Step 2, the Union may formally file a request for review and determination with the District Clerk of the Board of Education. Said written grievance must be submitted within ten (10) business days after the decision has been rendered at Step 2.

The Board shall be provided with all relevant documentation pertaining to the grievance, including the decisions rendered at Steps 1 and 2. The Board may solicit additional documents and/or oral or written presentation from the parties involved prior to making the final decision at its sole discretion. The Board shall render a final and binding decision within twenty (20) business days of the filing of the grievance with the District Clerk.

All grievance procedures shall be held outside of regular working hours.

The parties herewith acknowledge that said procedures shall only be applicable to violations of the CBA.

ARTICLE IX - DISCIPLINE AND DISCHARGE

A. In the event the District seeks to impose discipline, including but not limited to termination from employment, against a unit member who does not have at least five years of continuous service as defined by N. Y. Civil Service Law § 75, the Assistant Superintendent for Human Resources and/or his/her designee shall schedule a meeting with the affected member to discuss the allegations and provide the unit member with an opportunity to respond.

B. The District shall provide written notice of the meeting to the member facing discipline. The writing shall state "Please be advised that you may have the right to union representation at this meeting." A copy of the writing will be sent to the Union representative at least one (1) business

day before the meeting. The District will provide a written final determination to the unit member after the meeting as to the discipline to be imposed (which may include termination) within five (5) business days of the meeting.

C. Unexcused Failure to Report To Work:

Effective January 1, 2019, an unexcused failure to report to work shall constitute a resignation by the employee after a continued absence of five (5) days, unless the employee shall have made a reasonable effort to advise his/her supervisor of his/her inability to report to work by phone or electronic mail. Failure to give the supervisor actual notice of such inability to report, or receipt of such notice by the supervisor after ten (10) days from the first date of absence shall constitute a resignation.

ARTICLE X - INDIVIDUAL AGREEMENTS

The District shall not enter into individual contracts, agreements, or understandings of any kind with any Union member(s) having the intent, purpose and effect of altering, modifying, amending, or nullifying any of the provisions of this Agreement, or to agree to any such attempt on the part of an employee.

ARTICLE XI - LEAVE

A. Bereavement Leave. Unit members shall be granted bereavement leave paid at their regular daily pay rate, according to the schedule below, upon the death of a family member with notification to the unit member's immediate supervisor as early as possible. "Family member" shall be defined as a parent, child, spouse, sister, brother, grandparent or grandchild. Unit members shall not accumulate bereavement leave.

Less than 3 years	1 day
More than 3 years - less than 7 years	2 days
Over 7 years	3 days

B. Sick Leave. Unit members who are unable to attend work due to personal illness shall be entitled to up to three (3) paid sick days per year at their regular daily pay rate according to the below schedule. Any sick days which remain unused at the end of the school year will be paid out to the employees to whom they correspond at 50% of each such employee's regular daily rate of pay. Effective at the end of the 2021/2022 school year any sick days which remain unused will be paid out to the employees to whom they correspond at 100% of each such employee's regular daily rate of pay.

Less than 3 years	1 day
More than 3 years - less than 7 years	2 days
Over 7 years	3 days

C. Any unit member who has accumulated sick leave time prior to January 30, 2013, the date of execution of the Memorandum of Agreement, shall retain said accumulation which may be used as paid sick leave only in the event of a personal illness. If such a unit member is absent for four (4) or more consecutive working days, application for a continued leave of absence with pay shall be accompanied by a doctor's note. The Superintendent, or his/her designee, may also require additional certification in cases of prolonged absences.

There will be no payment for unused accumulated sick leave upon separation from the District.

D. Personal leave – Effective July 1, 2023, and thereafter, unit members with seven (7) or more years of service shall be entitled to one (1) paid personal day per year at their regular daily pay rate. The reason for said use must be provided to the District at least five (5) school days in advance except in cases of emergency. Use of said leave time shall be subject to the approval of the District. The parties herewith acknowledge that said benefit shall sunset effective June 30, 2025.

E. Unpaid Leave of Absence – Any employee desiring an unpaid leave of absence from his/her employment shall secure written permission from the Assistant Superintendent of Human Resources, or his/her designee. The maximum unpaid leave of absence shall be for thirty (30) days.

ARTICLE XII - BULLETIN BOARD

The District agrees to provide adequate space on bulletin boards for use of the Union to post notices at school. The use of such facilities must not be used for posting material of a political or derogatory nature and shall be confined to legitimate union business.

ARTICLE XIII - STATE RETIREMENT SYSTEM

All employees shall be informed of their right to join the New York State Retirement System.

ARTICLE XIV - TAYLOR LAW NOTICE

It is understood by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore shall not become effective until the appropriate legislative body has given approval.

ARTICLE XV - INCLEMENT WEATHER SCHOOL CLOSING

When school is closed due to inclement weather all monitors shall be paid their regular daily pay rate for one (1) such day per year. The parties herewith acknowledge that said benefit shall "sunset" as of June 30, 2025.

ARTICLE XVI - BREAKFAST CALL-OUTS

Bargaining-unit monitors who wish to be offered breakfast shifts shall so advise the District in writing on or before September 1st of each year. Those unit members providing such notice shall be placed on a building-wide telephone list in order of seniority. If a monitor is absent from a breakfast shift, the employer shall call through the above-mentioned building-wide telephone list and offer the shift to the listed monitors in order of seniority. Only after offering the shift in order of seniority to the bargaining unit monitors on the abovementioned building-wide telephone list

may the employer offer the shift to other individuals. Other individuals may include monitor from other schools in the District.

ARTICLE XVII - SENIORITY/LAYOFFS

Seniority List at the beginning of the year - At or about the beginning of each school year or when requested by the Union, the District shall supply the Union with a seniority list showing the continuous service of each school monitor. Such list shall indicate the school monitors' names and dates of appointment to their job title.

ARTICLE XVIII – ATTENDANCE REVIEW POLICY

- A. **Introduction:** This policy is made a part of the parties' collective bargaining agreement effective for the 2022-2023 school year. This policy applies only to those Lunch Monitors eligible for due process protection pursuant to Civil Service Law Section 75. The attendance of all other Lunch Monitors is governed by the provisions contained in Article IX of the collective bargaining agreement.
- B. **Definitions:** For the purposes of this policy only, the following definitions shall apply:

“Improper or excessive use of sick leave or unpaid absences” shall mean:

1. Unpaid absences or use of sick leave on Fridays or Mondays occurring more than three times in a four-month period;
2. Unpaid absences or use of sick leave on the day before or the day after a one-day holiday or a multi-day recess period occurring three times in a four-month period;
3. Nine (9) or more paid and/or unpaid absences within a school year for any reason except for catastrophic or life-threatening illnesses or injuries of the Lunch Monitor for which medical certification in the form of a letter from a treating physician is provided to the Assistant Superintendent for Human Resources or his/her designee. In his/her discretion the Assistant Superintendent for Human Resources or his/her designee may make exceptions for extenuating circumstances if the employee at issue otherwise has a good attendance record as determined by the District.

- C. **Process:**

Stage 1: If the Assistant Superintendent for Human Resources or his/her designee makes an initial determination that a Lunch Monitor has engaged in improper or excessive use of sick leave and/or unpaid absences, the Lunch Monitor and the Union will be notified with a

counseling letter advising the Union and the Lunch Monitor of the dates of the problematic absences and notification that such absences have resulted in Step 1 action (the counseling letter).

Prior to the issuance of such counseling letter the Lunch Monitor will have an opportunity to be heard in a meeting with the Assistant Superintendent for Human Resources or his/her designee and shall be provided with reasonable notice of this meeting which shall include notification of the Lunch Monitor's right to Union representation for said meeting. If the Lunch Monitor is advised of their right to Union representation at the meeting concerning the implementation of Stage 1 discipline and declines Union representation, the Union shall not receive notice of the counseling letter. The Employer will make a record of such notification and the Lunch Monitor's declination of Union representation should it occur and retain such record in the Lunch Monitor's file. At each stage of the discipline process the Employer will notify the Lunch Monitor of their right to Union representation and if requested at any stage, (even if declined at prior stages), the Union will be notified and receive copies of all past and current correspondence concerning the discipline issued with respect to the Lunch Monitor.

Stage 2: If after the receipt by the Union (to the extent applicable) and the Lunch Monitor of the counseling letter, and within the following twelve calendar months¹ (as measured from the date of the Union and Lunch Monitor's receipt of the counseling letter) the Assistant Superintendent for Human Resources or his/her designee determines that the Lunch Monitor has again engaged in improper or excessive use of sick leave and/or unpaid absences, the District, upon prior notification to the Union, may unilaterally impose one or both of the following penalties:

1. A formal letter of reprimand, a copy of which shall be provided to the Lunch Monitor and to the Union (to the extent applicable), stating the dates of the problematic absences and the action taken by the District; and/or
2. Said letter or reprimand shall include the requirement that the Lunch Monitor must provide a doctor's note to the District for every subsequent absence for a defined period of time (up to twelve calendar months). The required doctor's note must be from the Lunch Monitor's treating physician. The letter of reprimand shall clearly indicate the email and regular mail address of the person to whom such medical certification must be provided.

Stage 3: If after the receipt by the Union (to the extent applicable) and the Lunch Monitor of the letter of reprimand referenced in Stage 2, and within the following twelve calendar months² (as measured from the date of the Union and Lunch Monitor's receipt of the Stage

¹ The parties herewith acknowledge that said time period shall be eighteen (18) calendar months in cases of improper or excessive use of sick leave or unpaid absences as outlined in Art. XVIII(B)(3) (nine (9) or more paid and/or unpaid absences within a school year for any reason except for catastrophic or life-threatening illnesses or injuries of the Lunch Monitor for which medical certification in the form of a letter from a treating physician is provided to the Assistant Superintendent for Human Resources or his/her designee).

² The parties herewith acknowledge that said time period shall be eighteen (18) calendar months in cases of in cases of improper or excessive use of sick leave or unpaid absences as outlined in Art. XVIII(B)(3) (nine (9) or more paid and/or unpaid absences within a school year for any reason except for catastrophic or life-threatening illnesses or

1 letter) the Assistant Superintendent for Human Resources or his/her designee determines that the Lunch Monitor has again engaged in improper or excessive use of sick leave and/or unpaid absences, the District, upon written notification to the Union (to the extent applicable) and the Lunch Monitor, may impose the following penalty:

1. The District may consider the Lunch Monitor's continued absence(s) an unexcused failure to report to work and may interpret such unexcused failure to report to work as a resignation by the Lunch Monitor, notifying the Lunch Monitor and the Union (to the extent applicable) in writing of such determination.
2. Termination of employment will occur at the next regularly scheduled meeting of the Board of Education and the employee shall have the right to reapply for employment at the beginning of the following school year, subject to waiver by the District if it decides to accept reapplications prior to that time.

D. Review:

1. Stage 1 and Stage 2 decisions shall be made within the sole discretion of the District, shall be final and binding upon the parties and shall not be reviewable in any forum, including the parties' grievance procedure. Affected unit members expressly waive any and all applicable due process rights that would otherwise be afforded to them under Civil Service Law Section 75.
2. Stage 3 decisions are reviewable under the grievance and arbitration procedure outlined in Article VIII of the collective bargaining agreement between the parties to which this policy is made a part. Affected unit members expressly waive any and all applicable due process rights that would otherwise be afforded to them under Civil Service Law Section 75.

E. Return to Stage 1 Upon Evidence of Good Attendance:

As indicated in the provisions above, for the purposes of this Attendance Review Policy, if a Lunch Monitor goes twelve (12) calendar months³ after notification of having been disciplined at either Stage 1 or Stage 2, measured from the Lunch Monitor's receipt of the Stage 1 letter, without moving on to the next stage, then the process begins again at Stage 1 and the next action that the District may take against that Lunch Monitor is Stage 1.

F. Waiver:

If the District fails to take the disciplinary action indicated within this Policy more than twelve (12) calendar months after the absences constituting the improper use of absences or sick time, these absences cannot form the basis for discipline under this Policy.

injuries of the Lunch Monitor for which medical certification in the form of a letter from a treating physician is provided to the Assistant Superintendent for Human Resources or his/her designee).

³ The parties herewith acknowledge that said time period shall be eighteen (18) calendar months in cases of improper or excessive use of sick leave or unpaid absences as outlined in Art. XVIII(B)(3) (nine (9) or more paid and/or unpaid absences within a school year for any reason except for catastrophic or life-threatening illnesses or injuries of the Lunch Monitor for which medical certification in the form of a letter from a treating physician is provided to the Assistant Superintendent for Human Resources or his/her designee).

ARTICLE XIX – DURATION

This agreement shall be effective as of July 1, 2020 and shall remain in full force and effect until June 30, 2025.

SIGNATURES

THE MOUNT VERNON CITY SCHOOL DISTRICT AND THE MOUNT VERNON SCHOOL (LUNCH) MONITORS HAVE RATIFIED THE ABOVE AGREEMENT AND SUCH RATIFICATION IS VERIFIED BY THE SIGNATURES APPEARING BELOW.

FOR THE UNION

Signature: 

Print: Michael Pasquaretta

Date: October 24, 2022

Signature: _____

Print: _____

Date: _____

FOR THE DISTRICT

Signature: _____

Print: _____


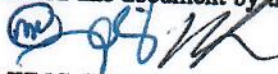
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Date: _____


This agreement shall be effective as of July 1, 2020 and shall remain in full force and effect until June 30, 2025.


IN WITNESS WHEREOF, the parties have executed this document by their duly authorized representatives this 14th day of ~~December~~, 2021. ^{January 2022}  

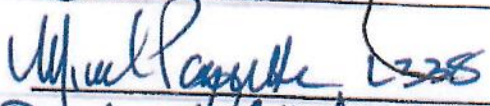
MEMBERS OF THE NEGOTIATING COMMITTEES

FOR THE UNION:

FOR THE EMPLOYER:







Director of Collective Bargaining

